



**TOWN OF VINTON
DOWNTOWN FAÇADE
GRANT PROGRAM CONTRACT**

Project Number: _____

This agreement is made and entered into this _____ day of _____, 20____, by and between the Economic Development Authority of Roanoke County (hereinafter, EDA), and _____ (Hereinafter Recipient).

WHEREAS, a need exists in the Town of Vinton to encourage the beautification of the streetscape, signage, and building facades, in the Downtown Business District; and

WHEREAS, such encouragement is provided by the financial incentive of a matching grant program; and

WHEREAS, such encouragement will assist in the economic revitalization of the Downtown Business District; and

WHEREAS, the EDA is acting on behalf of the County of Roanoke and Town of Vinton to implement the goals and objectives of the County and Town of Vinton Comprehensive Plans; and

WHEREAS, the parties have agreed to the terms of this Program, said terms to fulfill the purposes set forth herein,

NOW THEREFORE, the parties hereto agree as follows:

1. **IMPROVEMENTS:**

The Recipient shall undertake the improvements as set out in the attached approved grant application, which is incorporated herein by reference as if fully set out herein.

2. **GRANT:**

The EDA shall **either (a)** pay the Contractor upon completion of the work **or (b)** if the Recipient has paid the Contractor directly, reimburse the Recipient upon completion of the work and verification that the Recipient has paid the Contractor. Said payment shall be equal to the cost of approved work, but shall not exceed \$5,000.00 (Grant Funds) subject to the conditions and terms of this Agreement.

3. USE OF GRANT FUNDS:

Grant Funds shall be used only for Improvements approved by the EDA. Any alterations, revisions or changes to the Improvements will be authorized and approved by the Grant Selection Committee. Failure to have alterations, revisions or changes approved in advance by the Grant Selection Committee will result in the termination of this Agreement and forfeiture of the Grant Funds.

4. REIMBURSEMENT PROCEDURES:

Grant Funds shall be disbursed to the Recipient only when the Improvements are completed, inspected, and approved by the agent of the EDA, the Project Planner as being in accordance with the Design Guidelines. Upon completion of the Improvements, the Recipient shall submit an itemized invoice and evidence of payment thereof, with copies of all contractor's invoices to the Project Planner for payment by the EDA. Payment will be made to the Recipient subject to the terms and conditions of this Agreement.

5. TIME OF PERFORMANCE:

All Improvements approved by the EDA shall be completed by the Recipient within six (6) months from the date of this Agreement.

6. RESPONSIBILITY OF RECIPIENT FOR CONTRACTOR'S OBLIGATIONS:

A. The Recipient's contractor (the Contractor) shall perform the work for the project set forth in the specifications attached hereto and made a part hereof, in a workmanlike manner and where applicable, in accordance with the building code of the County of Roanoke and zoning ordinance of the Town of Vinton.

B. The contractor shall guarantee and warrant to the EDA and to the Recipient all work performed by contractor for a period of 12 months against defects in workmanship and materials.

C. Contractor shall obtain and pay for all required permits and contractor's licenses and is to pay all required fees and taxes.

D. Contractor shall carry comprehensive general liability insurance, automobile liability insurance, Worker's Compensation Coverage at statutory limits, with minimum limits of \$1,000,000. The EDA shall be named as an additional insured.

7. ADHERENCE TO DESIGN GUIDELINES:

Recipient shall adhere to the Design Guidelines of the Town of Vinton Downtown Facade Grant Program Guidelines for the project. Recipient acknowledges that changes made to the approved design may endanger the receipt of the grant.

8. CHANGES TO IMPROVEMENTS:

Recipient shall make no substantial changes, other than ordinary maintenance, to the Improvements for five (5) years, unless any such changes are determined by the Project Planner to be consistent with the Design Guidelines, as determined by the Project Planner.

9. INDEMNIFICATION:

The Recipient does hereby indemnify and hold harmless the EDA of Roanoke County, the County of Roanoke, the Town of Vinton, and their employees, agents, and the Grant Selection Committee, from all claims made or actions against, or losses, damages, costs, and attorney's fee incurred as a result of, arising out of, or related to any intentional act or omission by the Recipient under, pursuant to, or in connection with, this Agreement and the work undertaken pursuant hereto.

10. TERMINATION:

This Agreement may be terminated by the Town of Vinton, County or the Recipient upon written notification to the other party. Termination shall be effective upon delivery of such notification to the Town of Vinton, County or the Recipient. In the event of termination by the Recipient, the Town of Vinton, the County shall be released of all obligations to the Recipient, but the Recipient's duty to indemnify shall survive the termination. No payment shall be made for any work if Recipient terminates this agreement.

11. PARTY RELATIONSHIPS:

The parties to this Agreement hereby acknowledge that nothing contained in this Agreement shall be deemed or construed by either of them, or by any third person or entity, to create any relationship of principal and agent, limited or general partnership, employer and employee, or joint venture, between the EDA and Recipient, or to create any relationship of third-party beneficiary in favor of a person or entity not a party to this Agreement, including contractors and suppliers.

12. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement of the parties hereto. It shall supersede all prior offers, negotiations, and agreements. No revision of this Agreement shall be valid unless made in writing and signed by the parties hereto.

13. NOTICE:

All notices and correspondence shall be sent to the following addresses, unless written notification to the contrary is received:

Mrs. Anita McMillan
Director of Planning
Town of Vinton
311 South Pollard St.

and

Ms. Megan Cronise
Planner
County of Roanoke
P.O. Box 29800

14. REMEDIES:

In the event the Recipient does not perform under the terms of this Agreement, the EDA shall be entitled to its remedies at law and in equity, in addition to liquidated damages equal in amount to the Grant Funds, if said Grant Funds have been disbursed.

15. GOVERNING LAW:

This Agreement shall be governed by laws of the Commonwealth of Virginia. Witness the hands and seals of the parties hereto the date first written on the first page of this contract.

By: _____ (SEAL)
Recipient

By: _____ (SEAL)
Chairman, EDA of Roanoke County

By: _____ / _____ (SEAL)
Contractor Company

By: _____ / _____ (SEAL)
Contractor Company

By: _____ / _____ (SEAL)
Contractor Company

By: _____ / _____ (SEAL)
Contractor Company